

AGREEMENT

between

FARMINGDALE BOARD OF EDUCATION

Farmingdale, New Jersey

and

FARMINGDALE TEACHERS ASSOCIATION

2012 / 2013

2013 / 2014

2014 / 2015

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PREAMBLE

This agreement entered into this 10th day of June, 2008 by and between the Board of Education of Farmingdale - the city of Farmingdale, New Jersey, hereinafter called the "Board", and the Farmingdale Teachers Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Farmingdale School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel under contract, excluding: any administrative staff member, secretarial or clerical staff, custodians, and substitute teachers.
- B. UNLESS OTHERWISE INDICATED, the term "Teachers", when used hereinafter in the Agreement, shall refer to all professional certified personnel represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II: NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Parties will discuss guidelines at the first meeting. Negotiations shall begin no later than December 15th of the calendar year preceding the calendar year in which this agreement expires. If no demands are submitted by December 15th, the contract will be automatically renewed for one more year.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and also make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Farmingdale School District. Not later than January 30th of each year, the Board shall provide the Association with a complete tentative line item budget for the next fiscal year.
- C.
 - 1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
 - 2. The Association Negotiation Committee shall consist of no more than five (5) members of the Association and one (1) consultant. The Board of Education Negotiation Committee shall consist of no more than two (2) members of the Board of Education, one consultant, and Board Secretary or the Superintendent of Schools.
- D.
 - 1. Representatives of the Board and the Association's Negotiating Committee shall meet at a mutually agreeable date when either party wishes to for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
 - 3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

ARTICLE II (continued)

4. Should a mutually acceptable tentative amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the full Board at a regular or special meeting.
 5. Each side agrees and reserves the right to have a non-employee and/or a non-Board Member negotiate at any time during the bargaining process by notifying the other side at least two weeks in advance of the meeting.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement and established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and approved by the full Board at regular or special meeting.

ARTICLE III: FARMINGDALE SCHOOL GRIEVANCE PROCEDURE

A. Definitions

Grievance Procedures – A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment. Public employers shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them, provided that such grievance procedures shall be included in any agreement entered into between the public employer and the representative organization. Such grievance procedures may provide for binding arbitration as a means for resolving disputes.

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels.

B. Principals

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than fifteen (15) school days following its occurrence or the time when he should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances promptly. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred. During extended school breaks, the time frames in this grievance procedure shall be suspended until such time as the above mentioned breaks are concluded. These breaks are as follows: Christmas, spring, midwinter, and summer.
2. A grievant may present and process his grievances personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or administration against any employee because he utilizes the grievance procedure.
4. Should a grievance result from action taken by the Superintendent of Schools, the grievant may initiate the grievance at Step Three. Should a grievance result from action taken by the Board, it may be initiated at Step Four.

ARTICLE III (continued)

C. Procedure

Step One:

- (a) A grievant may initially discuss the matter identified as a grievance with the school principal in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, subsection 1.
- (b) A grievant shall file his grievance in writing by presenting the written grievance to the principal and the Farmingdale Teachers Association. The written grievance shall specify the following:
 - the date of the occurrence giving rise to the grievance
 - the date the grievance is filed
 - the nature of the grievance
 - the specific provisions of the contract or specific board policies allegedly violated
 - the remedy being sought
 - require all documents supporting grievance to be attached

Step Two:

- (a) The grievant and the principal shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which it is filed.
- (b) The principal shall communicate his/her decision in writing to the grievant no later than ten (10) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Superintendent of Schools and the Farmingdale Teachers Association.

Step Three:

- (a) If the grievance has not been resolved at Step Two of the procedure, or if the principal has not communicated his/her decision in writing to the grievant as provided in Step Two, the grievant may request a hearing with the Chief School Administrator. The request shall clearly explain the grievance and be made in writing not later than ten (10) school days following the principal's decision or if no such decision has been communicated, then not later than ten (10) school days following the expiration of the ten (10) school day period provided in subsection b, Step Two.
- (b) The grievant and the Chief School Administrator shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have a representative of his/her choosing at this hearing and a representative of the Association may be present.

ARTICLE III (continued)

- (c) The Chief School Administrator shall communicate his/her decision in writing to the grievant not later than ten (10) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Farmingdale Board of Education and the Farmingdale Teachers' Association.

Step Four:

- (a) If the grievance has not been resolved at Step Three of the procedure, or if the Superintendent of Schools/Chief School Administrator, or his designated representative, has not communicated his/her decision in writing to the grievant as provided in Step Three, the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than ten (10) school days following the Superintendent of Schools/Chief School Administrator's, or his designated representative's decision or if no such decision has been communicated, then not later than ten (10) school days following the expiration of the ten-school day period provided in subsection b, Step Three.
- (b) The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than thirty (30) school days following the date on which the hearing was requested. The grievant may have representatives present when his/her grievance is reviewed by the Board or its representatives.
- (c) The Board shall communicate its decision in writing to the grievant not later than thirty (30) school days following the hearing. A copy of the decision shall be forwarded at the same time to the Superintendent and the Farmingdale Teachers' Association. Unless the grievance involves an interpretation of this contract, the decision of the Board is final.

Step Five:

- (a) In the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request, in writing, that the Farmingdale Teachers' Association submit his grievance to arbitration. If the Farmingdale Teachers' Association decided the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made by the Farmingdale Teachers' Association in writing no later than five (5) school days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Teachers' Association shall mutually agree upon a longer time period within which to assert such a demand.

ARTICLE III (continued)

- (b) The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.
- (c) The arbitrator shall have no power or authority to add to, subtract from, change, or modify any of the terms of this agreement.
- (d) Within five (5) school days after the Farmingdale Teachers' Association shall have delivered the written request for arbitration, the Board and the Farmingdale Teachers' Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- (e) The arbitrator so selected shall confer with the representatives of the Board and the Farmingdale Teachers' Association and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.
- (f) The costs for the services of an arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.

ARTICLE IV: TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental powers under the color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or any other laws of New Jersey or the constitutions of New Jersey and the United States that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates; his/her participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment. Any activities of the Association must be held before school hours, during lunch hour, or after the closing of school.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary of any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay. If suspension ends in favor of the teacher, pay will be retroactive. If charges are upheld by the Board, pay will be forfeited for the period of suspension.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. The parties agree that in accordance with the provisions of Chapter 303, Public Laws 1968, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.
- F. Teachers are entitled to attend at least one in-service per year at an out of district workshop. The Board will set aside \$150 per teacher for this purpose. The workshop must be approved by the Chief School Administrator and must be relevant to the teachers' assigned teaching duties.

- G. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had two full school days to review such material and affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written rebuttal to such material, and said answer shall be attached to the file copy within 10 days.

All employees have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. Employees are entitled to have a Representative(s) of the Association accompany them during such review in the presence of the Business Administrator or the Chief School Administrator at a time mutually agreeable to the employee and BA or CSA. Employees have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. However, the Board is under no obligation to remove or otherwise dispose of those documents and/or other materials to which the Employee has objected.

The Board agrees to protect the confidentiality of personal references, and other similar documents, and the Board shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district normally available to the public, according to the law, including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all teachers, and such other information as shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior notification shall be required.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent/Chief School Administrator shall be notified in advance of the time and place of all such meetings. Prior approval shall be required.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, computers and associated technology, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Association shall pay for any damage or breakage to school property or equipment, excluding normal wear and tear, and if janitorial services are needed, the cost shall be borne by the Association.
- F. If an employee does not become a member of the Association during any membership year (September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. Eighty-five percent of total dues of the four groups (FTA, MCEA, NJEA, NEA) are to be paid by full-time teachers and forty-five percent of total dues of the four groups are to be paid by the part-time teachers who are not members of the Association, effective in September 1984. Grandfather clause included.

The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE VI: TEACHER WORK YEAR

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation) shall be a 185 day period between September 1st and June 30th.

Of the above period, 180 days shall be used for instructional purposes. The five additional days of the in-school work year shall be used for the following:

1. Opening of school.
2. One day of in-service training, professional work, or curriculum work at any time during the defined school year.
3. Two additional days of in-service training, professional work, or curriculum work shall be scheduled within the school year at the discretion of the superintendent, and be incorporated within the annual calendar.
4. Closing of School.

The five additional days of in-school duty shall apply to both full-time and part-time teachers; however if part-time teachers work on any day in excess of their normal work hours, the part-time teachers shall be compensated at the rate of \$30.00 per hour for all excess time worked.

Full and part-time teachers are required to attend three (3) night meetings in the work year which shall not exceed two hours in length. Notification of meetings shall be given two (2) weeks in advance of the meetings. The three night meetings shall consist of one (1) parent conference night and one meeting for "Back to School Night". One meeting is to be assigned at the discretion of the Board of Education. The teachers work day shall be a one-session day on the day of the parent conference meeting. Teachers not having scheduled evening parent conferences shall work their normal work day and not be required to attend the evening parent conference meeting.

Any additional evening meetings that teachers attend that are the result of a program they have volunteered for and at the discretion of the Superintendent shall be compensated at the rate of \$30.00 per hour.

ARTICLE VII: TEACHING LOAD

- A. 1. No later than June 1st of each school year, the Superintendent/Chief School Administrator shall deliver to the Association, and post in all school buildings, a list of the known vacancies which shall occur during the following school year. In addition, the Superintendent/Chief School Administrator shall deliver to the Association, and post, for a minimum of five days, in all school buildings, a notice of any vacancy which shall occur at any time during a school year, when such vacancy occurs, unless emergency conditions do not permit timely posting. This clause shall apply to any available professional position of employment within the school district, with the exception of home instruction. (Professional indicates one who needs a certificate.)
2. Any teacher interested in applying for any vacancies which may occur during any extended school year breaks may indicate their intentions in writing to the Superintendent. During extended breaks the Chief School Administrator will notify the FTA representative of the vacancy and a phone chain will be initiated.
- B. Each full time teacher shall be provided with six (6) uninterrupted preparation periods each week. Scheduling will allow for four (4) days with one preparation period and one (1) day with two (2) preparation periods. If the scheduling does not allow one preparation period a day, not more than two preparation periods can be scheduled in one day. No preparation period shall be interrupted without teacher approval except for scheduled parent conferences; scheduled child study team conferences; scheduled administrator/teacher evaluation discussions; scheduled administrator curriculum discussions; and/or scheduled administrator, teacher, student, or parent concern discussions.
- C. The teacher workday is seven (7) hours for a full-time teacher beginning at 8:25 a.m. and ending at 3:25 p.m. including a duty-free lunch period of thirty (30) minutes. Part-time teachers will be assigned on a yearly basis, as per Board policy.

There will be a maximum of three hundred and thirty (330) minutes of pupil contact time per school day for each teacher including instructional time, lunch duty and homeroom duties. Teachers without homeroom duties will be assigned 10 minutes of safety duty either at the beginning (8:25 – 8:35 a.m.) or end (3:15 – 3:25 p.m.) of the school day.

In addition to the above teacher workday, full-time teachers shall be required to attend staff meetings for a period not to exceed nineteen (19) hours per year. This time shall be scheduled and assigned by and at the discretion of the administration for staff meetings and/or in-service training, but at least a two week advance notice must be given. Part-time teachers returning for staff meetings and/or in-service training are obligated to attend the same percentage (%) of hours as the percentage (%) of thirty-five (35) hours that they work; thirty-five representing a full-time position; attendance for meetings and in-service will be at the discretion of the Superintendent and any additional time over and above the part-time percentage (%) will be paid at the rate of \$30.00 per hour. In case of an emergent situation, this two (2) week notice could be waived after consultation

ARTICLE VII (continued)

with, and approval of, the Association leadership. If a staff member is unable to attend such an emergent meeting due to prior commitments, he/she will not be penalized for being unable to attend. In addition, teachers will also be required to attend two (2) additional in-service days, (as stated in Article VI, item 3) to be used for curriculum, in-service training, or articulation.

An absence from attendance at a staff meeting will only be excused if a teacher is not working in the school building on the day of the professional meeting; or is on sick leave pursuant to Article XV; or is out of the building on an approved personal or professional day as provided for in this contract. If a teacher is absent from a staff meeting for any other reason, the teacher must secure the advance approval for such absence from the school principal. In the event a meeting shall be held for the purpose of in-service instruction, all absent teachers must view the meeting on a video tape, when available, maintained by the employer and submit the same report as teachers in attendance at the meeting. The absent teacher will not be compensated for the time spent in viewing the video tape or preparing the report, however, the time spent viewing the video tape shall be credited towards hours of attendance at staff meetings. In the event the meeting missed by the absent teacher does not involve in-service instruction, the absent teacher shall be responsible for reading the minutes of the meeting, when available. If any question should occur with respect to such minutes, the responsibility for ascertaining the appropriate information shall rest with the absent teacher.

ARTICLE VIII: TEACHER EMPLOYMENT

- A.** The Board will endeavor to hire only fully certified teachers holding standard certificates, or Letter of Eligibility, or Letter of Eligibility with Advanced Standing issued by the New Jersey State Board of Examiners for every full-time classroom teaching assignment.
- B.** The Board, in its sole discretion, shall control the placement of any newly hired teacher on the salary guide provided however, the placement of such teacher on the salary guide shall not exceed the years of the person's certified teaching experience.
- C.** Teachers with previous experience in the Farmingdale School District shall, upon returning to the system, receive full credit on the salary guide at or above that which they left.
- D.** Previously accumulated unused leave days will be restored to all who are called to military service.
- E.** Teachers shall be notified of their contract and salary status for the ensuing year not later than May 15th.

ARTICLE IX: SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in the salary guide attached hereto and made a part thereof.

B. The salary increments or adjustments specified in this guide are not automatically granted, but are conditioned upon the recommendation of the Superintendent/Chief School Administrator as delineated in the policies of the Board of Education.

C. 1. Additional pay for additional duties is established as \$30.00/hour. All additional duties must be posted yearly for a minimum of five days, or in the event of a vacancy prior to the end of a school year, at such time the vacancy occurs and may be applied for by any certified teaching staff member.

If no certified staff member applies for any paid positions listed herein or created and agreed to by the parties, the Board will then advertise such positions outside of the district for a period of two weeks, or longer. If no applicants are found and hired for these positions, the Board may then assign said positions to certified staff members in the reverse order of district seniority.

2. Any program which is to be implemented, or is implemented, requiring additional hours of training beyond the school day, said teacher attendance shall be voluntary and compensation shall be at the rate of \$30.00/hour for any hour of training received. Once accepted into the program the teacher will meet the program's attendance requirements unless released from said attendance requirements by the school administration.

3. If the occasion arises when the Chief School Administrator and the other administrator are out of the building, the designated Teacher in Charge shall receive an additional stipend of \$50.00 per day.

D. Incentive categories are added to the salary guide, as per attached salary guides.

E. The Board will reimburse each teacher for up to 6 graduate credits per year. Payment will be made within 60 days of a receipt of a B or better grade. Payment of tuition by the Board of Education shall be limited to the actual tuition costs incurred by the teacher not exceed the per credit hour rate at Rutgers University. All credits and in-service work must have the approval of the Superintendent/Chief School Administrator. Full-time teachers hired after July 1, 2008 will not be eligible for tuition reimbursement until after three years of service in the district. Part-time teachers hired after July 1, 2008 will not be eligible for tuition reimbursement until after three years in the district, and then, they will be reimbursed at a percentage (%) commensurate with the percentage (%) of thirty-five (35) hours that they work; thirty-five (35) representing a full-time position.

Any credits outside of teaching methods or the K-8 curriculum must be approved by the Superintendent/Chief School Administrator.

ARTICLE IX (continued)

In order to receive educational incentives, teachers must submit proof of course completion with a grade of B or better. Approval for the payment of educational incentives will be placed on the agenda of the next board meeting and payment will begin on a pro-rated basis the month following board approval. Payment of educational incentives for course work after April 15th will not be paid until the following September.

- F. When contracted teachers are used as substitutes, the pay rate for substituting shall be \$30.00 per period. The Superintendent/Chief School Administrator shall have the option of granting, at the teacher's request, compensatory time off equivalent in duration to the time worked as a substitute in lieu of the \$30.00 per period.
- G. Teachers required to provide turn-key training to their colleagues shall be given release time to prepare for the training. The amount of release time required shall be determined jointly by the teacher-presenter and the Chief School Administrator. Any materials, supplies, office equipment and /or audio visual needs shall be provided by the Board, subject to the Chief School administrator's approval. The teacher-presenter shall receive comp time for all actual hours spent in the final presentation.
- H. In situations of "pay to play," the amount of money that the Board charges each parent for his/her child's participation must be sufficient so that the teacher will receive \$30 per hour for the particular activity. If the fee does not generate enough money for the \$30 per hour payout, the Board will have the option of cancelling the program, or paying the balance to ensure that the teacher is compensated at the negotiated rate of \$30.00 per hour.

ARTICLE X: BENEFITS

- A. Each teacher hired prior to 1 July 2008 is entitled to full family health coverage with the New Jersey State Health Benefits Plan provided that teacher teaches twenty-five (25) hours or more per week. Beginning July 1, 2008, any newly hired teacher will receive single medical, prescription, dental, and optical coverage for the first three (3) years of employment. Employees with single coverage may purchase dependent coverage at the group rate. After the first three (3) years, each teacher is entitled to full family health, prescription, and dental coverage with the New Jersey State Health Benefits Plan provided that teacher teaches twenty-five (25) hours or more per week. In the event of a change in carrier, coverage will be equal to or better than the current plan. The Board of Education will provide prescription coverage through the Reimbursement Prescription Program of the State Health Benefits Plan. Employees will make contributions to their medical coverage in accordance with state law.
- B. Family Dental Insurance. The Association and Board agree to cap the insurance rates payable by the Board at the amounts in effect on June 30, 1990 for the Dental Insurance only. There will be no cap on the other health benefits offered and paid for by the Board. Any increase or decrease in the Dental Insurance rates effective July 1, 1990 beyond the June 30, 1990 cap shall be mutually borne and paid for by the Board and employee.
- C. Optical Plan. Single optical coverage will be provided by the Board of Education, with the Board of Education paying 100% of the cost of the premiums.
- D. Major Medical deductibles are outlined in the State Health Benefits Program "Summary Program Description".

ARTICLE XI: PAYROLL DEDUCTION

Payroll deduction will be administered by the First Financial Credit Union under the following conditions:

1. The sum to be deducted shall be authorized by the teacher.
2. The authorization shall be executed and forwarded to the Credit Union at the same time a teacher signs his contract for the forthcoming year.
3. An authorization cannot be revoked for the term of the school year.

ARTICLE XII: TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and room assignments for the forthcoming year not later than May 30th unless unusual circumstances intervene, such as the death, termination, or resignation of a teacher, or the incapacity of a full-time teacher.
- B. In the event that changes in such class or subject assignments are proposed after May 30th, the teacher affected shall be notified promptly in writing.

ARTICLE XIII: VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent not later than June 7th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.

**ARTICLE XIV: ADMINISTRATIVE PROCEDURE CONCERNING THE SUPERVISION
AND EVALUATION OF TEACHERS**

The Board recognizes the importance of implementing a program for the evaluation of tenured teaching staff members in accordance with State Law. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, and audio systems, and similar surveillance devices by the Board of Education, Chief School Administrator, Business Administrator, or any agent of the Board, without the permission of the employee is strictly prohibited, subject to any State legislation that would make the Board's compliance with this provision impossible.

1. All tenured teachers in the Farmingdale School shall be formally observed a minimum of once yearly; non-tenured teaching personnel shall be observed a minimum of three times yearly.
2. The evaluation of tenured teaching staff members shall include, but not be limited to, the following components:
 - a. The observation of each such employee in the performance of assigned duties by an appropriate supervisor (properly certified personnel employed by the Farmingdale Board of Education).
 - b. Observation conferences between the supervisor and the teaching staff member.
 - c. Preparation of individual professional improvement plans.
 - d. An evaluation of the performance of the teaching staff member.
3. A formal observation shall include:
 - a. Not less than one class period for department subjects, or for the duration of one complete subject lesson.
 - b. A conference with the teacher.
 - c. Copies of written reports shall be given to the teacher.
 - d. A yearly evaluation shall be written and presented to every teacher not later than one

- d. A yearly evaluation shall be written and presented to every teacher not later than one week prior to the May meeting of the Board of Education when the evaluations are reviewed by the Board.
4. The majority of the total necessary observations required should be made before April of the school year for the purpose of issuance of teacher contracts.
5. A teacher's personnel file is open for inspection upon the request of that individual.
6. The annual summary conference between supervisor and teaching staff members shall be held before the written annual evaluation report is given to the Board of Education and filed.

Before this report goes to the Board, the teacher will have the right to reply, in writing, and this reply shall be attached to the report.
7. A yearly report of supervision and evaluation of school personnel will be given to the Board of Education at a meeting in May.
8. Supervisors shall use every effort to assist tenured teaching staff members to remedy deficiencies through the evaluation process. (SEE NEW JERSEY ADMINISTRATIVE CODE EDUCATION TITLE 6.f)

ARTICLE XV: SICK LEAVE

- A. All full-time teachers employed shall be entitled to ten (10) sick leave days and two (2) family illness days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused family illness days shall be converted to cumulative sick leave days at the end of each school year.
- B. The number of accumulated sick leave days shall be made known to each teacher with the issuance of the first September paycheck.
- C. For part-time teachers, sick leave will be granted according to percentage of time worked. Teachers engaged in the morning/afternoon session only shall be entitled to as many morning/afternoons in each category as days to which full-time teachers are entitled.
- D. Any sick leave days over the Board allotted sick leave as provided for herein must be requested from the Board in writing. Verbal authorization may be granted in an emergency situation by the Chief School Administrator/ Superintendent, followed by a letter of explanation to the Board. If the request is approved, substitute's pay shall be deducted only; if the request is denied, 1/200th of the annual salary shall be deducted.
- E. Payment for accumulated sick leave at retirement will be paid at the rate of sixty (\$60) dollars a day, up to a maximum of 100 days accumulated. The employee must have been employed by the Farmingdale Board of Education for a minimum of ten (10) years to be eligible. Minimum retirement age would be fifty (50). The employee would have to notify the Board of Education by December of the pre-budget year so the Board could allow funds in the budget for this purpose.
- F.
 - 1. The Superintendent of Schools will review each teacher's attendance record on a monthly basis and conduct a conference with any teacher whose record indicates:
 - a. A pattern of absences taking place on the same day(s) of the week, or before and after non-working days.
 - b. Absences in excess of the year's allocations.
 - c. Accumulated sick leave has been habitually exhausted. Mitigating or aggravating circumstances may be taken into account.
 - 2. A written summary of the conference will be recorded: said record may be used in the annual evaluation and attendance improvement may be part of the professional growth plan.

ARTICLE XV (continued)

3. Excessive absences may be considered in determining whether to renew or dismiss a non-tenured teacher.
4. A physician's written statement certifying disability may be required after two (2) consecutive days of sick leave claimed.

ARTICLE XVI: TEMPORARY LEAVES OF ABSENCE

- A. Up to five (5) consecutive days, which are not cumulative, will be allowed during a school year for each death in the immediate family of a teacher. Additional leave may be granted at the discretion of the Board. The immediate family is defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sister, brother, wife, husband, child, mother, father, grandparents, step-children, and step-parents. In addition approval may be granted by the Chief School Administrator/ Superintendent for family deaths not listed above.
- B. Four (4) school days will be allowed during a school year for personal business use. Up to three (3) unused personal days shall be converted to cumulative sick days at the end of each school year.

For part-time teachers, personal days will be granted according to percentage of time worked.

1. Four (4) days a year of leave may be used for the purposes described in Sections 2, 3, 4, and 5 below. This leave shall be non-cumulative. On two of the four days utilized for personal leave, a teacher shall be required to provide the Superintendent of Schools with seventy-two (72) hours advance notice of the taking of the personal leave. The remaining two days may be used for emergency purposes without prior notification to the Superintendent of Schools.
 2. Business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.
 3. Personal refers to matters when an absence from duty is necessary for the welfare of the employee or his family, or observance of a religious holiday that is listed on the Commissioner of Education's Annual State List of religious holidays.
 4. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside of the school day.
 5. The employee may use these leave days in any necessary combination.
- C. All absences other than death in the immediate family or illness of the teacher shall be considered as personal business.

ARTICLE XVI (continued)

- D. Teachers engaged in the morning/afternoon sessions only shall be entitled to as many mornings/afternoons in each category as days to which full-time teachers are entitled.
- E. Any personal leave days over the Board-allotted leave must be requested from the Board, in writing. Verbal authorization may be granted in an emergency situation by the administration, followed by a letter of explanation to the Board. If the request is approved, substitutes pay only shall be deducted; if the request is denied, 1/200th of the annual salary will be deducted.
- F. Beginning with the 1995/96 school year the Board of Education will grant an unpaid leave of absence to teachers at the discretion of Chief School Administrator. Language regarding this matter includes the following:
 - a. One leave may be granted every 3-5 years.
 - b. Upon his/her return, one's seniority will be held in regard to longevity and the salary guide.
 - c. Reimbursement will be made by the Board of Education for pre-approved courses and incentives based upon completion of course work.
 - d. Must be in the employ of the Farmingdale Board of Education at least 5 years before applying for a sabbatical.
 - e. No benefits will be paid during the sabbatical.

ARTICLE XVII: EXTENDED LEAVE OF ABSENCE

A. POLICY PERTAINING TO MATERNITY LEAVE

1. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A:30-6 et seq and this agreement.
2. The following guidelines shall be employed in the case of employee pregnancy:
 - a. The employee who becomes pregnant shall notify the Board of her condition and, if she elects to remain in her position, shall be required to submit to periodic certification of her continuing fitness to perform her duties, in accordance with Board policy on anticipated disabilities.
 - b. The employee may request unpaid leave of absence to prepare for maternity and/or to care for her child. Such leaves are subject to Board discretion and to Board policy on unpaid leaves of absence. The employee on voluntary leave of absence is not eligible for sick leave pay when disability does occur. No pregnant employee can be required to take an unpaid leave of absence.
3. The employee who remains in her position and becomes disabled during her pregnancy shall be granted the same temporary disability benefits of sick leave pay with its possible extension pursuant to the N.J.S.A. 181A:30-6. The Board may require medical certification of such disability.
4. The Board may require that a pregnant employee be placed on sick leave if:
 - a. The performance of her duties had declined substantially from such performance during the time immediately preceding her pregnancy; or
 - b. her physical capacity is such that continued performance of her duties would impair her health. Such incapacity must be established by one of the following:
 - (1) Failure of the employee to produce medical certification of her illness; or
 - (2) The agreement of the employee's physician and a physician appointed by the Board; or
 - (3) The concurrence in a finding of incapacity by an impartial third physician who may be appointed by the county medical society or by the consent of the examining physician in (2) above.

ARTICLE XVII (continued)

5. No employee absent on temporary disability for reasons associated with pregnancy may return to work without presentation of medical certification of fitness.
6. The Board may presume that a pregnant employee is disabled for work one month before the anticipated date of childbirth. The employee is then eligible for sick leave benefits, except that the employee who continues to present certification of her fitness may continue her duties.
7. When pregnancy is terminated, the employee is presumed to be disabled for a recuperative period of one month during which she may continue to receive the sick leave pay to which she is entitled. If she wishes to return to her duties during that period, she must present certification of fitness.
8. An employee whose pregnancy has been terminated may remain on sick leave beyond the period granted in paragraph 7 above and is eligible to receive the sick leave pay to which she is entitled or, if she has exhausted her entitlement, that which the Board in its discretion may grant her in accordance with statute, so long as she continues to present medical certification of her disability.
9. It is recognized that a teacher's maternity leave application involves both a disability and a child care phase. The disability phase is that length of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the newborn child.
 - a. Disability Phase - Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty(60) days notice to the Board, the teacher shall specify, in writing, the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period, as certified jointly by the teacher's and Board's physicians may be applied against accumulated leave time at the option of the teacher.
 - b. Child-Care Phase - Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred; or (b) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child-care leave shall be discretionary with the Board of Education

ARTICLE XVII (continued)

The Board need not grant nor extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

Any teacher desiring to utilize the provisions for the Child-Care Phase shall notify the Board of Education on or before March 15th of the school year in which the birth occurs whether the teacher desires to exercise Option A; that is, Child-Care Phase for the balance of the school year, or Option B; that is, Child-Care Phase for the balance of the school year in which the birth occurred and the entire following school year.

c. Upon request from the petitioning teacher, the Board may grant a waiver to this provision.

10. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return, except as is provided herein. Nothing obtained in this Article shall be construed to preclude the Board from requiring any teacher, after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

B. POLICY PERTAINING TO PATERNITY LEAVE

1. The Board of Education shall grant paternity leave to any tenured or non-tenured teacher whose spouse shall become pregnant. The teacher seeking such leave shall notify the Superintendent at least ninety (90) days prior to the first day of requested leave. Such leave shall not commence prior to the birth of the child. Such request shall specify, to the extent possible, the planned length of such leave.
2. Leave shall be granted at the discretion of the Superintendent, subject to Board approval and shall to the extent possible, coincide with the end of a school month and pay period.
3. The teacher shall notify the Superintendent of the Board of Education of his intention to return to his teaching duties at least ninety (90) days prior to the date upon which he wishes to return.

ARTICLE XVII (continued)

4. The teacher may return to his teaching duties at the discretion of the Superintendent, subject to Board approval, and will be placed, if possible, in the same teaching position he held before the leave commenced.
5. No paternity leave shall extend for a period of more than one (1) year.

C. POLICY PERTAINING TO MILITARY LEAVE

1. Military leave without pay shall be granted to any teacher who is inducted or who enlists in any branch of the armed forces of the United States in a period of armed conflict with aggressor nations.
2. This military leave is for the time of the armed conflict, extending for a period of three months afterward, or for a period of three months after the time of discharge if the teacher is recovering from any wound or sickness resulting from engaging with the enemy.
3. This time period will not be extended beyond two (2) years of the conclusion of the armed conflict with an aggressor nation.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

- A. The Board of Education shall honor this contract and shall carry out the commitments contained herein for the full term of the contract.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

FARMINGDALE ELEMENTARY SCHOOL

SALARY GUIDE

2012 - 2013

	<u>BA</u>	<u>BA+6*</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
Step 1	45,000	46,000	46,750	49,000	50,000	51,000
Step 2	45,285	46,285	47,035	49,285	50,285	51,285
Step 3	45,680	46,680	47,430	49,680	50,680	51,680
Step 4	46,295	47,295	48,045	50,295	51,295	52,295
Step 5	47,195	48,195	48,945	51,195	52,195	53,195
Step 6	48,590	49,590	50,340	52,590	53,590	54,590
Step 7	50,200	51,200	51,950	54,200	55,200	56,200
Step 8	52,000	53,000	53,750	56,000	57,000	58,000
Step 9	54,100	55,100	55,850	58,100	59,100	60,100
Step 10	56,550	57,550	58,300	60,550	61,550	62,550
Step 11	59,400	60,400	61,150	63,400	64,400	65,400
Step 12	62,750	63,750	64,500	66,750	67,750	68,750
Step 13	66,750	67,750	68,500	70,750	71,750	72,750
Step 14	71,000	72,000	72,750	75,000	76,000	77,000
Step 15	75,418	76,418	77,168	79,418	80,418	81,418

*BA+6 only applies to teachers receiving this educational incentive prior to June, 1998. These teachers are grandfathered and will continue to receive \$1,000 added to their base salaries.

Longevity will be paid to employees upon completion of their 24th year of service. Beginning in the 25th year, employees will receive \$1,500. Longevity will increase by \$500 each year, not to exceed a maximum of \$5,000 in the employee's 32nd year of service.

NOTE: In the above schedule, "step" should not be interpreted as years of experience within or without the district.

FARMINGDALE ELEMENTARY SCHOOL

SALARY GUIDE

2013 - 2014

	BA	BA+6*	BA+15	MA	MA+15	MA+30
Step 1	45,450	46,450	47,200	49,450	50,450	51,450
Step 2	45,700	46,700	47,450	49,700	50,700	51,700
Step 3	46,151	47,151	47,901	50,151	51,151	52,151
Step 4	46,712	47,712	48,462	50,712	51,712	52,712
Step 5	47,561	48,561	49,311	51,561	52,561	53,561
Step 6	48,731	49,731	50,481	52,731	53,731	54,731
Step 7	50,300	51,300	52,050	54,300	55,300	56,300
Step 8	52,225	53,225	53,975	56,225	57,225	58,225
Step 9	54,050	55,050	55,800	58,050	59,050	60,050
Step 10	56,350	57,350	58,100	60,350	61,350	62,350
Step 11	58,950	59,950	60,700	62,950	63,950	64,950
Step 12	61,875	62,875	63,625	65,875	66,875	67,875
Step 13	64,975	65,975	66,725	68,975	69,975	70,975
Step 14	68,375	69,375	70,125	72,375	73,375	74,375
Step 15	72,075	73,075	73,825	76,075	77,075	78,075
Step 16	76,155	77,155	77,905	80,155	81,155	82,155

*BA+6 only applies to teachers receiving this educational incentive prior to June, 1998. These teachers are grandfathered and will continue to receive \$1,000 added to their base salaries.

Longevity will be paid to employees upon completion of their 24th year of service. Beginning in the 25th year, employees will receive \$1,500. Longevity will increase by \$500 each year, not to exceed a maximum of \$5,000 in the employee's 32nd year of service.

NOTE: In the above schedule, "step" should not be interpreted as years of experience within or without the district.

FARMINGDALE ELEMENTARY SCHOOL

SALARY GUIDE

2014 - 2015

	BA	BA+6*	BA+15	MA	MA+15	MA+30
Step 1	45,845	46,845	47,595	49,845	50,845	51,845
Step 2	46,145	47,145	47,895	50,145	51,145	52,145
Step 3	46,545	47,545	48,295	50,545	51,545	52,545
Step 4	47,065	48,065	48,815	51,065	52,065	53,065
Step 5	47,774	48,774	49,524	51,774	52,774	53,774
Step 6	48,936	49,936	50,686	52,936	53,936	54,936
Step 7	52,050	53,050	53,800	56,050	57,050	58,050
Step 8	52,250	53,250	54,000	56,250	57,250	58,250
Step 9	54,450	55,450	56,200	58,450	59,450	60,450
Step 10	56,850	57,850	58,600	60,850	61,850	62,850
Step 11	59,500	60,500	61,250	63,500	64,500	65,500
Step 12	62,450	63,450	64,200	66,450	67,450	68,450
Step 13	65,650	66,650	67,400	69,650	70,650	71,650
Step 14	69,100	70,100	70,850	73,100	74,100	75,100
Step 15	72,800	73,800	74,550	76,800	77,800	78,800
Step 16	76,847	77,847	78,597	80,847	81,847	82,847

*BA+6 only applies to teachers receiving this educational incentive prior to June, 1998. These teachers are grandfathered and will continue to receive \$1,000 added to their base salaries.

Longevity will be paid to employees upon completion of their 24th year of service. Beginning in the 25th year, employees will receive \$1,500. Longevity will increase by \$500 each year, not to exceed a maximum of \$5,000 in the employee's 32nd year of service.

NOTE: In the above schedule, "step" should not be interpreted as years of experience within or without the district.

Co-Curricular Guide

Stipend Positions


Graduation Advisor - \$300
Overnight Trip Reimbursements - \$150(one night)/\$225 (two nights)
Safety Patrol Advisor - \$300
Student Council Advisor - \$1,200
Testing Coordinator - \$450
Yearbook Advisor - \$600

\$30/hour Positions

Cheerleading Coach - 2 days per week/1 hour per day
Chess Club Advisor - 1 hour per week
Homework Club Coordinator - 2 days per week/45 minutes per day
Scrap Book Club Advisor - 1 hour per week
Basketball - 1.5 hours
Band - 1.0 hours
Community Computer Program - 4.0 hours X 10 weeks

The Board has the right to discontinue any of these activities at any time.

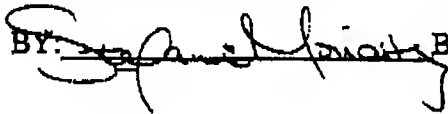
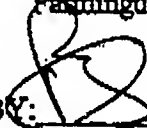
ARTICLE XIX: DURATION OF AGREEMENT

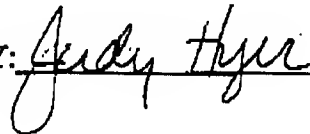
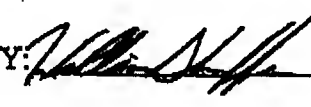
A. This Agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2015, subject to the Association's right to negotiate over a successor agreement as provided in Article II. 

B. In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Farmingdale Teachers' Assoc.

Farmingdale Board of Education

BY:  BY: 

BY:  BY: 

DATE: 9/3/13 DATE: 8/28/13